



The Woodlands Township

The Woodlands, Texas

***2017-2018 Reforestation Bid
September 2017
Contract Number- C-2017-0418***

Scope: The Woodlands Township is requesting bids for the supply and/or installation of trees for reforestation in The Woodlands as outlined in the specifications below. There are two projects- Project A- Cul De Sac Reforestation (estimated 1,500 trees) and Project B- Community Reforestation (estimated 1,500 trees). The Woodlands Township wishes to obtain prices on various options (plant materials, installation, and plant materials and installation) in order to determine how to proceed in the best interest of The Township.

General Specifications:

- The Woodlands Township reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if The Township believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Township.
- The Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, The Township reserves the right to consider the most advantageous bid thereof or to reject the bid.
- Please be advised that in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us.
- By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.
- Bid prices shall be firm for 90 days from bid opening.
- The Woodlands Township shall not be liable for any costs incurred by bidders in responding to this bid.
- Bidders should submit based upon the potential that only certain types and sizes of trees will be awarded
- All forms must be filled out in ink or typewritten and must be fully completed and executed when submitted.
- Evaluation of bid takes into account the following considerations: price, and stock quality
- Bidder is required to submit three (3) references of previous projects of similar or like nature and size.
- Quantities required are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost bid.
- Any questions about the meaning, the intent or the specifications must be inquired by the Bidder in writing by **September 22, 2017 at 5:00 pm**. e-mail all questions to Mitch Hall, Parks Superintendent, mhall@thewoodlandstowship-tx.gov. Any and all questions will be responded to in the form of a written addendum. All addenda that you receive shall become a part of the contract documents and shall be

acknowledged and dated on the bottom of the Bid Form. All addendums will be uploaded to the same location as the Request for Bid on The Woodlands Township website.

- Sealed bids, references, bidder qualifications, acknowledgement of the general specifications and other items identified in the bid document as a bid submittal item must be received by The Woodlands Township- Parks & Recreation Department, 8203 Millennium Forest Dr. no later than **1:00 P.M. on September 29, 2017**. Bids received after the stated deadline will not be considered.
- **Release Date: September 13, 2017**
Advertise Date: September 20, 2017

General Specifications and Acknowledgment

Bidder shall **complete every space** in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Proposal
	Standard of Conduct	
1	Contractor must ensure user's safety when performing services in and around all locations. The Bidder shall be responsible for coordination of all work so as not to create any undue interruptions of the normal operation of the area. The park, open space, pathway will remain open to community members during all phases of this project.	
2	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
	Insurance and Taxes	
3	No taxes shall be included in the bid price since The Woodlands Township is exempt from all sales tax. The Woodlands Township will provide selected Bidder applicable proof of sales tax exemption.	
4	Contractor shall provide The Woodlands Township acceptable proof of insurance which meets the requirements as identified in the bid packet.	
	Compliance with laws	
5	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	
	Contractor Responsibility	
6	Contractor is responsible for locating all utilities prior to planting and providing written notification to owner prior to construction.	
7	Contractor is responsible for repairing any damage to the existing facilities or grounds that occurred as a result of the planting.	
8	Contractor is responsible for the legal disposal and cost of debris removal as a result of planting activities.	
9	Transportation of trees shall be done only in vehicles capable of handling the material in accordance with State and Federal transportation handling and safety requirements. Bidder shall, if requested by The Woodlands Township, produce documentation to demonstrate compliance with such requirements. Vehicles shall be capable of loading and unloading trees as described for in the bid specifications.	
	Termination of Contract	
10	In the event of any discrepancy in service, this agreement may be terminated by The Township with a thirty (30) day written notice. At any time during this 30 day period, Bidder may respond in writing as to the corrective measures to be taken. Continued like discrepancies will be cause for immediate cancellation of the contract.	
	Contract Term	
11	The contract for these services, if awarded, shall be for the planting of the identified trees and maintenance period.	
	General Tree Specifications	
12	Trees delivered and/or installed shall meet or exceed the standards set forth by	

	the American Nursery and Landscape Association (ANSI Z60.1-2004 Approved May 12, 2004).	
13	All trees must be free of defects, frost cracks, narrow crotch angles, insects, diseases, and other limiting defects.	
14	The Woodlands Township will inspect all trees provided by the Bidder. Trees that do not meet specifications will be rejected.	
15	A 90-day warranty shall be provided for all trees after installation by the tree installing contractor. The Township Forestry Foreman will ensure that all plantings are executed in accordance with industry standards outlined in section 28.	
16	Equipment must be well maintained and in good condition.	
17	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	
	Plant Material	
18	Plant material may be seed grown or dug from areas in Texas, the Southeast United States, and/or California that are within the USDA Plant hardiness Zones 8 or 9.	
19	Container grown or containerized trees grown from seed are acceptable tree stock.	
20	Bidder shall identify the name of supplier, location and contact information of the plant stock as part of the bid submittal.	
21	The Woodlands Township reserves the right to review and/or approve the proposed stock of the Bidder/Nursery prior to award of bid and/or delivery of material.	
22	<p>The Woodlands Township will review the general condition of the plants installed/delivered for the following:</p> <ul style="list-style-type: none"> • Uniformity of Leaf Coloration- trees must not exhibit yellowing or discoloration of leaf/needles • Bud Development- During dormant periods of the growth cycle plants should have buds that are firm, moist and uniformly spaced • Uniformity of Growth- trees in any given block should exhibit uniform vigor and health • Presence of Weeds- weed infested nursery stock indicates lack of care and the plants growing in it may be in a poor state • Root ball- trees must have a well-established root ball that is not root bound and free of girdle root. Girdle roots shall be pruned prior to planting. <p>Failure to have stock in acceptable condition based as defined by American Standard for Nursery Stock shall result in non-acceptance of the plant. Tree stock shall meet or exceed Type 4 Conifers, Type 2 Shade Trees, Type 4 Broadleaf Evergreens, and Type 2 Deciduous Shrubs.</p>	
	Site Preparation (included in installation unit price)	
23	All planting locations will be mapped, identified and quantities per location logged by The Woodlands Township. Any deviation from the map and quantities shall be approved by Township.	
24	Maps and locations will be available to the contractor on or about October 31 st	
25	Sites shall be string trimmed, prior to installation, to remove weeds and vines. Each site shall be string trimmed only in the area for which the tree is planted for a 30 gallon tree- 4 foot diameter, 15 gallon – 3 foot diameter, 5 gallon-2.5 foot diameter.	

26	For estimation purposes, plan for approximately 200 locations for the cul de sac program (Project A) and approximately 40 locations for the community reforestation program (Project B). The Woodlands Township has over 1,500 acres of open space reserves in the community which is spread out over 28,000 acres in the community.	
Installation (included in installation unit price)		
27	Bidder shall not work at the site before 7:00 am or after 7:00 pm daily, Monday through Saturday. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with the community, traffic, etc.	
28	Installation of each tree and shrub shall conform to the International Society of Arboriculture guidelines as outlined in the following link: http://www.isa-arbor.com/education/onlineResources/cadPlanningSpecifications.aspx	
29	Planting installation will only be carried out during the following months- October, November, December, and January.	
30	All trees (30 gallon only) must have a tree well installed around them in park/grass areas	
31	All trees must be watered thoroughly after planting. Watering shall be to the point of saturation. Plan that areas will not be accessible via water truck.	
32	Bidder will be responsible for all costs associated with watering (water, water truck, etc.)	
33	Mulch <ul style="list-style-type: none"> 30 Gallon- Trees must be mulched utilizing a 3 foot ring of mulch that is 3 inches deep after planting. The mulch ring shall create a well and leave minimal buildup of mulch on the base of the tree or shrub. 15 Gallon- Trees must be mulched utilizing a 1.5 foot ring of mulch that is 3 inches deep after planting. The mulch ring shall create a well and leave minimal buildup of mulch on the base of the tree or shrub. 	
34	Hard wood mulch is acceptable. Mulch shall be non-colored native hardwood mulch, at least double ground.	
35	Planting areas must be left in good condition and all planting containers and installation debris removed from planting area	
36	Containers shall be returned to The Woodlands Township (8203 Millennium Forest Drive).	
Maintenance and Care (included in installation unit price)		
37	Tree staking will only be required for trees in parks and in open grass areas for a period of one year (All 30 gallons and some 15 gallon trees with height greater to or equal to 6ft). Tree staking must conform to standards set forth by the American Nursery and Landscape Association. After this time, Bidder shall remove stakes from trees. Lodge pole and or metal stakes are acceptable. Contractor is responsible for supplying stakes.	
38	Sites shall be string trimmed 90 days after planting	
39	The installed trees shall be watered to the point of saturation 5 additional times not to include the initial install watering. Watering shall take place every 15 days. A spreadsheet of sites shall be submitted to the Township after each watering with the watering date. Rain events will not take the place for a watering cycle. If Rain falls on or near the 15 day cycle, communication shall be made with the Township Contract Administrator to determine the next designated water date.	

	Staging	
40	Staging area <u>may</u> be provided as part of this contract. Currently, The Township has set aside an area at the Rob Fleming Aquatic Center for this purpose. If bidder does not use this site, the cost of the staging area should be incorporated into the unit price. Trees will be delivered and unloaded by the selected contractor. Township staff will provide an 8 ft. chain link fence to surround the perimeter of the staging area to be installed by the Township. Temporary irrigation will be set up at the expense of the contractor. A water source will be provided by the Township. For control purposes, the selected contractor will place their own lock on the gate with no other locks from Township staff provided. Contractor must maintain the staging area in a clean and organized condition. Security, tree condition, and inventory shall be maintained by the installing contractor until installation is complete. After install completion of each site the 90 day warranty (tree replacement and planting) will start.	
	Water Truck	
41	As an additional item, the contractor will provide an hourly rate to water trees, on an as needed basis which is inclusive of truck, water and operator. Truck shall be capable of legally carrying between 1500 and 2000 gallons of water. This service would be separate of the obligated 5 post watering's that should be included in base bid.	

DATE

PRINT/TYPE NAME

TITLE

Email

Bid Tabulation Form

Project A CDS (Small & Large)		Project A1		Project A2		Project A3	
15 Gallon	Quantity	Unit Plant Price	Total Plant Price	Installation Price	Total Installation	Plant + Install Price	Total Plant+ Install Price
Yaupon	0						
Wax Myrtles	138						
Loblolly Pine	31						
Bur Oak	41						
Loblolly Pine (large cds)	269						
Bur Oak (large cds)	159						
Yaupon (large cds)	315						
Wax Myrtles (large cds)	547						
Total	1500	Total		Total		Total	

Project B Community Reforestation	Project B1	Project B2	Project B3
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15 Gallon	Quantity	Unit Plant Price	Total Plant Price	Installation Price	Total Installation	Plant + Install Price	Total Plant + Install Price
Loblolly Pine (Streetscape)	427						
Wax Myrtle (Streetscape)	23						
Yaupon (Streetscape)	12						
Bald Cypress	84						
Live Oak	84						
Bur Oak	201						
Green Ash	275						
Total	1106	Total		Total		Total	

30 Gallon	Quantity	Unit Plant Price	Total Plant Price	Installation Price	Total Installation	Plant + Install Price	Total Plant+ Install Price
Bald Cypress	7						
Pine	217						
Green Ash	40						
Yaupon	40						
Live Oak	4						
Wax Myrtle	38						
Bur Oak	48						
Total	394	Total		Total		Total	

Hourly Rate for a Watering Truck = \$_____

Addendum Acknowledgement.

Please sign to indicate that you received the addenda by signing your name along with the date received.

Addenda #1 _____

Addenda #2 _____

Addenda #3 _____

Insurance Requirement

Contractor agrees to maintain and require its sub-contractors to maintain at all times the following coverage at no less than the limits indicated:

Worker's Compensation Insurance -	Statutory
Employers Liability -	\$100,000
Automobile Liability (Including Owned and Non-Owned autos)	
Bodily Injury -	\$250,000 each person
-	\$500,000 each occurrence
Property Damage -	\$100,000 each occurrence
Commercial General Liability	
Combined Single Limits for Bodily Injury and Property Damage:	
Each occurrence for premises/operations:	
Broad form CGL liability coverage	\$1,000,000 -
Products/ Operations aggregate	\$1,000,000 -
Advertising Injury -	\$1,000,000 -
General Aggregate -	\$2,000,000 -
Umbrella Liability	
-	\$1,000,000 each occurrence
-	\$1,000,000 annual aggregate
-	\$ 25,000 self-insured retention

Contractor's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to The Woodlands Township, must stipulate that no take-out endorsements are included on the General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to The Woodlands Township shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement. There shall be no right of subrogation against The Woodlands Township and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of performance of the Work, Contractor shall furnish certificates which shall identify The Woodlands Township to The Woodlands Township in duplicate, evidencing compliance with all requirements herein. The limits of such insurance shall in no way be construed as limiting Contractor's obligation to completely defend, indemnify and hold harmless The Woodlands Township.

References

Please provide information from three (3) references

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

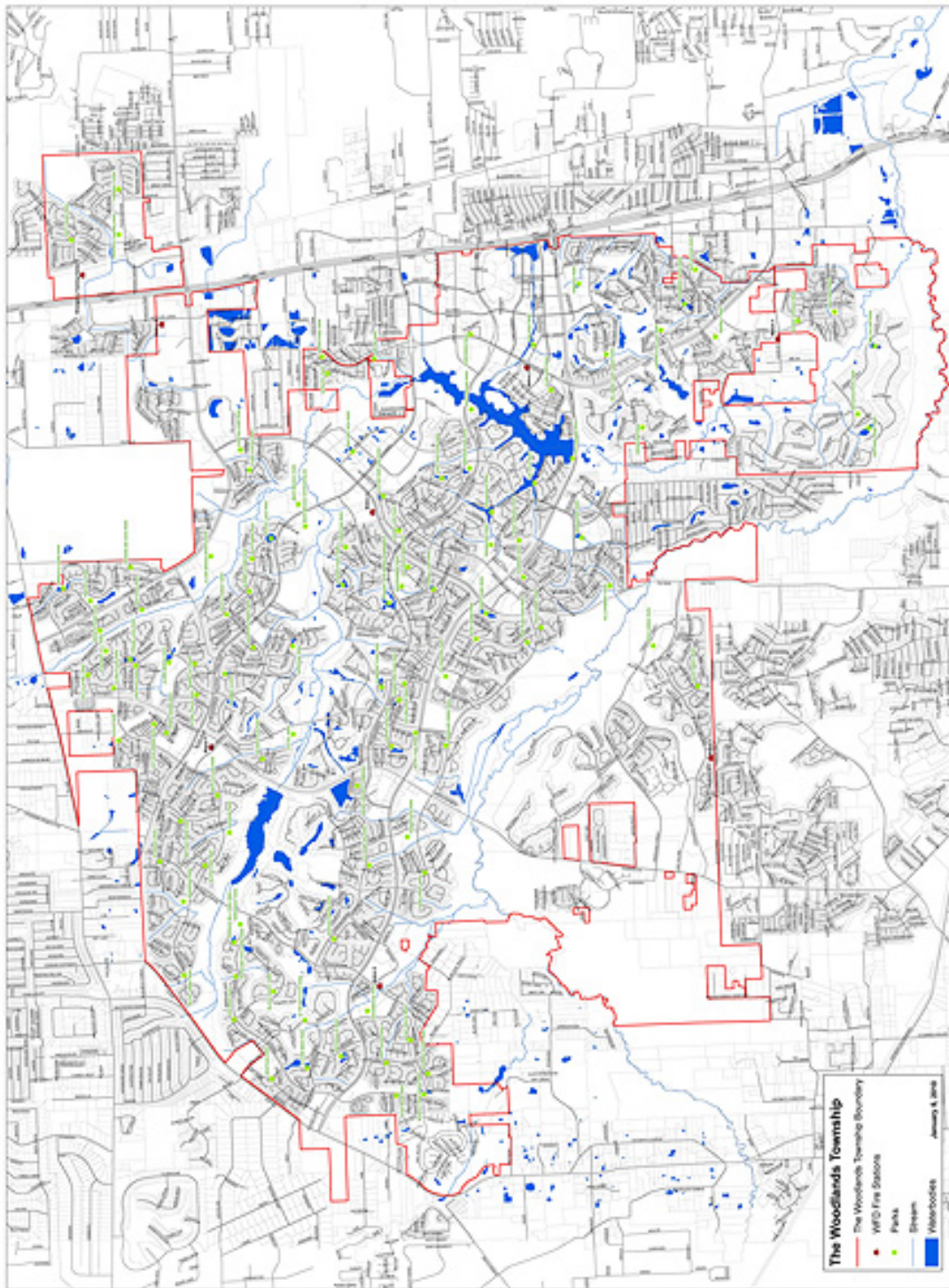
3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

MAP OF THE WOODLANDS



STATEMENT OF FIRMS QUALIFICATIONS

DATE SUBMITTED _____

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - _____
2. Permanent main office address - _____
3. If a corporation, where incorporated - _____
4. How many years have you been engaged in the nursery/landscape/reforestation business? Under what firm or trade names and how long under each?

5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):

6. Are you licensed as Contractor or agricultural grower in the State of Texas?
Yes____ No____ If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm - _____

8. Has your firm ever failed to complete any work awarded to you?
Yes____ No____ If "Yes", where and why?

9. Has your firm ever defaulted on a contract?
Yes____ No____ If "Yes", where and why?

10. List 5 projects of similar size and scope:

Firm Name	Contract Value	Contact Information
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

11. Are any lawsuits pending against you or your firm at this time?

Yes ____ No ____ If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes ____ No ____ If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT _____, this ____ day of _____, 20____.

(Name of Bidder)

By _____
(Signature)

Title _____